



FILE COPY

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation 810 Proc/Reg 2/POE
 Agency Name Agency Code Division

referred to as STATE and the following:

CONTRACTOR Young Electric Sign Co
 Name

LEGAL STATUS OF CONTRACTOR

P O Box 1880
 Address

Sole Proprietor
 Non-Profit Corporation
 X For-Profit Corporation
 Partnership
 Government Agency

Ogden UT 84401-1880
 City State Zip Code

Lynn Richards (801) 621-4710
 Contact Person Phone Number

870212261 03164A
 Federal ID# Vendor Number

93674000000

Commodity Code(s)

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the state with maintenance and repair of signing systems located in Big Cottonwood Canyon, Parley's Canyon, St. George & Echo POE.

3. PROCUREMENT: This contract is entered into as a result of an approved sole source procurement. Sole Source Approval # SS02132, Requisition # 810 26000000090, FY 2002, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date 11/01/01, Termination date 10/31/06, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$100,000.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Pricing

ATTACHMENT D: Special Terms & Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
 B. Utah State Procurement Code and Procurement Rules

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Michael Record
 Contractor's Signature

David K. Miles
 David K. Miles, Operations Engineer

Michael Record

Contractor's Name

SPH NOV 23 2001
 Director, Division of Purchasing

Division Manager
 Title

CONTRACT RECEIVED AND
 PROCESSED BY
 DIVISION OF FINANCE
 Director, Division of Finance

The DOF will enter this contract on FI-NET prior to final review by Finance and Purchasing. While the review is pending a copy of this contract form with the number will be faxed to your agency.

Debra Boulton (801) 965-4070 (801) 965-4073
 Person to Receive Faxed Copy Telephone Number Fax Number

ATTACHMENT B: SCOPE OF WORK

SIGNING SYSTEMS AT THE ST. GEORGE/ARIZONA PORT OF ENTRY LOCATED NEAR ST. GEORGE

- 1.0 **PURPOSE:** This a requirements contract to provide the State with maintenance and repair of the signing systems at Parley's Canyon, Big Cottonwood Canyon, Echo and St. George Ports-of-Entry for a period of five (5) years.
- 2.0 **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of five (5) years.
- 3.0 **DESCRIPTION:** The system is comprised of the following:

Four (4) ea single face, 16" x 72" message centers and controllers including 18" copy
Two (2) ea single face 16" x 48" message centers and controllers including 12" copy

Related equipment and systems that pertain to message centers operation and equipment

Sixty-four (64) each AD 64 drivers
Twelve (12) each AD 64 drivers low wattage
Six (6) each AD 500 IBM controllers with software
Four (4) each AD 500 remotes
Two (2) each temperature sensors
Two (2) each dimmer proves
Two (2) each Epson FX printers
4608 each 30 A15 lamps on the large message center
672 each 10 C7 lamps on the small message center
Black cabinets

- 4.0 **MAINTENANCE SPECIFICATION:** Service shall include the following:
- Replace defective transformers
 - Replace defective wiring within the display
 - Replace broken insulators
 - Replace defective fuses or fuse blocks in system
 - Replace defective globes and sockets
 - Keep all mechanical moving parts in repair
 - Repair or replace all electrical problems to do with the system with the exception of the underground wiring, which will remain the States responsibility
 - Repair or replace all computer controllers and monitors
 - Repair or replace all recorders and systems pertaining to the message centers
 - Clean all systems as needed and determined by the State Representative
 - Clean or touch up paint as needed

SCOPE OF WORK CONT.

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SIGNING SYSTEMS AT THE ECHO PORT OF ENTRY LOCATED WESTBOUND I-80 MILE POST 181

5.0 **DESCRIPTION:** The system is comprised of the following:

- Two (2) each single face matrix 16" x 72", wedge base 1.75: centers, message center

- One (1) each single face matrix 8" x 48", wedgebase 2.50" centers, message centers with covers

- Mono 16 levels

- Interface 2-040

Related equipment and systems that pertain to message centers operation and equipment

- Three (3) transformers

- Three (3) fuse block enclosure

- Three (3) distribution cards

- Two (2) mini computer enclosures

- Two (2) remote computers

- Six (6) cards 1.75"

- Twelve (12) fuse boxes

- Three (3) harnesses

- Two (2) smart temps

- One (1) host computer

- Two (2) software and key

- Thirty-six (36) cards 2.50"

- One (1) single face 16" x 64" Matrix flip trilux display T-12 illumination fluorescent lamps

- Rotating LED, cabinet 38" x 93.5" on single pole at entrance to Port. Standard software, sign operates separate from main VMS system

- Flap module assemblies (FMAS)

- Flap module driver cards (FMDCS)

- Electronic control module (ECM)

- Power supply pack in cabinet

- Lamp/fan relay assembly

SCOPE OF WORK CONT.

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SIGNING SYSTEMS AT THE ECHO PORT OF ENTRY LOCATED WESTBOUND I-80 MILE POST 181

6.0 **MAINTENANCE SPECIFICATION:** Service shall include the following:

- Replace defective transformers
- Replace defective wiring within the display
- Replace broken insulators
- Replace defective fuses or fuse blocks in system
- Replace defective globes and sockets
- Keep all mechanical moving parts in repair
- Repair or replace all electrical problems to do with the system with the exception of the underground wiring, which will remain the States responsibility
- Repair or replace all computer controllers and monitors
- Repair or replace all recorders and systems pertaining to the message centers
- Clean all systems as needed and determined by the State Representative
- Clean or touch up paint as needed

ATTACHMENT C: ITEMIZED PRICE LIST

<u>Item</u>	<u>Price</u>	<u>Unit</u>
1. <u>Scheduled Preventative Maintenance</u>		
1. Echo Port-of-Entry	\$ <u>505.00</u>	<u>Per month</u>
2. St. George/Arizona Port-of-Entry	\$ <u>702.30</u>	<u>Per month</u>
3. Big Cottonwood Canyon	\$ <u>236.00</u>	<u>Per month</u>
4. Parley's Canyon	\$ <u>236.00</u>	<u>Per month</u>
2. <u>Emergency and Unscheduled Call Outs</u>		
2.1 Labor Rates - Regular Hours One man & service truck	\$ <u>70.80</u>	<u>Per hour</u>
2.2 After Hours and Emergencies One man & service truck	\$ <u>105.00</u>	<u>Per hour</u>

NOTE: ABOVE PRICES INCLUDE PARTS.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT ACCEPTANCE:** At the time the contract is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature when awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
2. **QUANTITY OR AMOUNT ESTIMATES:** Quantities have been estimated for bidding purposes and are not to be construed as a guarantee to purchase any service or specific amount. The State does not guarantee specific purchase amounts.
3. **PRICING**

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.
4. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
5. **INVOICING:** **THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

The Contractor shall submit invoices as follows: invoices for the Parley and Big Cottonwood Canyon will be sent to Region Two, 2010 South 2760 West, Salt Lake City 84104-4592. Invoices for the signs at the Port-of-Entry's will be sent to UDOT, Ports-of-Entry, Box 141210, Salt Lake City, Utah 84113-1210.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

6. **NON-ASSIGNMENT:** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.
8. **CONDITION OF RESPONSE:** When the system requires repair covered by this contract, the State shall notify the Contractor verbally, followed by a facsimile memorandum outlining the repair required, and the Contractor shall cause the system to be put in proper repair within forty eight (48) hours of the receipt of such notice. If the same shall be so repaired in such period of time, the State shall not be entitled to reduce payments or claim damages on account thereof. In the event the system is not operable, because of fault of the Contractor, for a period longer than forty eight (48) hours after the Contractor has received written notice of the system's disrepair, the State shall receive credit of a pro-rata share of the monthly payment for every hour over the above such period until the system shall again be in proper working condition, but shall be entitled to no other damages.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

9. **CONTRACTOR - INSURANCE:** The Contractor shall be required to furnish UDOT Purchasing with evidence of Workman's Compensation sufficient to cover all Contractor's employees pursuant to the State Statutes within fourteen (14) days of the contract execution date. The Contractor must also provide a Certificate of Insurance certifying that it shall provide and maintain a policy of insurance in which the Department of Transportation shall be specifically names as additional insured within the same time frame. Said coverage shall be in the following minimum amounts:

\$250,000.00 for each bodily injury
\$500,000.00 for each accident or occurrence
\$100,000.00 for property damage

In the event the Contractor cannot obtain the foregoing, the Contractor shall provide a policy with a minimum coverage of \$100,000.00 in aggregate within fourteen (14) days of the contract execution date. The certificate must also state that no cancellation of decrease in coverage shall be made without giving the State at least thirty (30) days prior written notice. In the event that governmental immunity limits are subsequently altered, the Contractor shall be required to provide a new Certificate of Insurance within thirty (30) days, certifying coverage in compliance with the modified limits.